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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

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INTERNATIONAL COUNCIL FOR
VETERINARY ASSESSMENT,

Plaintiff,

v.

ANIVIVE LIFESCIENCES INC.,
DAVID BRUYETTE, CODY
ARBUCKLE, and DYLAN BALSZ,

Defendants.

Case No. 2:24-CV-02866-JLS-(BFMX)

**VERIFIED SECOND AMENDED
COMPLAINT FOR:**

- 1) BREACH OF CONTRACT;
AND**
- 2) FEDERAL COPYRIGHT
INFRINGEMENT**

JURY DEMANDED

1 Plaintiff International Council for Veterinary Assessment by and through its
2 counsel, Dorsey & Whitney LLP, alleges as follows:

3 **I. INTRODUCTION & SUMMARY OF RELIEF REQUESTED**

4 1. This case is about an intentional breach of contract and willful and
5 deliberate acts of copyright infringement perpetrated by individuals and their
6 sophisticated company, all of whom should have known better.

7 2. As detailed herein, Plaintiff International Council for Veterinary
8 Assessment (“Plaintiff” or “the ICVA”) has developed highly-acclaimed testing
9 resources and related content that are indispensable to the veterinary profession. The
10 ICVA has invested millions of dollars’ worth of time and effort developing its content
11 and protecting it with strict access controls, contractual limitations, and federal
12 copyright registrations.

13 3. Without any permission or authority, Defendant Bruyette paid to access
14 the ICVA’s secure content under false pretenses. He copied at least 164 test
15 questions and answers, again with no authority or consent from the ICVA. One or
16 more of the Defendants then proceeded to: (a) input or upload those test questions
17 and answers into several artificial intelligence (“AI”) large language models
18 (“LLMs”); and then (b) falsely claim in a published journal article that AI can take
19 and “pass” the ICVA’s veterinarian licensing exam.

20 4. Defendants’ extreme and volitional conduct violates state and federal
21 laws. The ICVA seeks all available legal and equitable remedies, including but not
22 limited to, actual damages, statutory damages, attorneys’ fees and costs, and
23 preliminary and then permanent injunctive relief.

24 **II. PARTIES**

25 5. The ICVA is a not-for-profit corporation organized under the laws of
26 the state of Illinois that is described in Section 501(c)(3) of the Internal Revenue
27 Code of 1986, as amended, and has a permanent mailing address of P.O. Box 1356,
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1 Bismarck, North Dakota, 58502. Until 2021, the ICVA's prior corporate name was
2 "National Board of Veterinary Medical Examiners" ("NBVME").

3 6. Defendant Anivive Lifesciences, Inc. ("Anivive") is a for-profit
4 corporation organized under the laws of the state of Delaware and registered to
5 conduct business in California. It has a principal place of business at 3777 Worsham
6 Ave., Suite 200, Long Beach, California 90808, and its registered agent is located at
7 2710 Gateway Oaks Drive, Sacramento, California 95833.

8 7. Defendant David Bruyette is an individual and is the Chief Medical
9 Officer at Anivive. On information and belief, Defendant Bruyette resides in Bell
10 Canyon, California, and works from Defendant Anivive's offices located in Long
11 Beach, California.

12 8. Defendant Cody Arbuckle is an individual and is the Chief Technology
13 Officer at Anivive. On information and belief, Defendant Arbuckle resides in
14 Lomita, California, and works from Defendant Anivive's offices located in Long
15 Beach, California.

16 9. Defendant Dylan Balsz is an individual and is the Founder and the Chief
17 Executive Officer at Anivive. On information and belief, Defendant Balsz resides in
18 Irvine, California, and works from Defendant Anivive's offices located in Long
19 Beach, California.

20 **III. JURISDICTION AND VENUE**

21 10. This Court has subject matter jurisdiction over this case pursuant to 28
22 U.S.C. § 1331 and § 1338 because this dispute concerns the rights of parties under
23 the Copyright Act, 17 U.S.C. § 101 *et seq.*

24 11. This Court also has subject matter jurisdiction pursuant to 28 U.S.C.
25 § 1332(a) because there is complete diversity between Plaintiff and Defendants and
26 the amount in controversy exceeds \$75,000. Plaintiff is an Illinois not-for-profit
27 corporation with a permanent mailing address in North Dakota, while Defendant
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1 Anivive is a Delaware corporation with a principal place of business in California,
2 and Defendants Bruyette, Arbuckle, and Balsz reside in California.

3 12. This Court has supplemental jurisdiction over the state law claim under
4 28 U.S.C. § 1367 because the state law claim asserted herein is related to the same
5 controversy, specifically Defendants' access, copying, and unauthorized use of
6 materials obtained from the ICVA, which also give rise to the federal cause of action.

7 13. This Court has personal jurisdiction over Defendants because, upon
8 information and belief, Defendants regularly: (a) conduct, transact, and/or solicit
9 business in California and in this judicial district; (b) derive substantial revenue from
10 their business transactions in California and in this judicial district; and/or otherwise
11 (c) avail themselves of the privileges and protections of the State of California such
12 that this Court's assertion of jurisdiction does not offend traditional notions of fair
13 play and due process. For example, as set forth in more detail below, Defendants
14 Anivive and/or its officers: (a) accessed and copied content from Plaintiff from this
15 judicial district; (b) on information and belief, have stored copies of Plaintiff's
16 materials on computers or servers located in this district, likely in systems owned and
17 managed by Defendant Anivive; and (c) shared that content with their co-Defendants
18 and/or individuals from the University of California-Irvine ("UC Irvine") situated in
19 this judicial district.

20 14. Venue is proper in this judicial district pursuant to 28 U.S.C.
21 § 1391(b)(2) and § 1400 because, as described herein, Defendants conduct, transact,
22 and/or solicit business in this judicial district and the actions that give rise to the
23 allegations of this Complaint, namely Defendants' accessing, copying, and use of
24 Plaintiff's materials, occur in this district.

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1 **IV. THE ICVA'S VETERINARY EDUCATIONAL TESTS AND**
2 **ASSESSMENTS**

3 **A. The “NAVLE”**

4 15. Formed in 1994, the ICVA (formerly, “National Board of Veterinary
5 Medical Examiners” until 2021) is a world leader in providing educational tests and
6 assessments for prospective veterinarians. The ICVA provides its various
7 assessments with the end goals of protecting the public and ensuring optimal animal
8 health and welfare.

9 16. One such examination developed by the ICVA is the North American
10 Veterinary Licensing Examination (the “NAVLE,” pronounced “nav-lee”). Passing
11 the NAVLE is a requirement for licensure to practice veterinary medicine in all
12 licensing jurisdictions in the U.S. and Canada. The ICVA works closely with the
13 National Board of Medical Examiners (“NBME”) with respect to the administration
14 of the NAVLE. The NBME is responsible for the exam’s delivery, scoring, and score
15 reports, while the ICVA provides subject matter experts for content development and
16 owns the examination.

17 17. Taking the NAVLE is a rite of passage for prospective veterinarians and
18 the culmination of years of education. To qualify for the NAVLE, individuals have
19 to be either: (a) enrolled in, or a graduate of, a college of veterinary medicine or a
20 veterinary school accredited by the American Veterinary Medical Association
21 Council on Education; or (b) have already taken and passed the “Step 3” Examination
22 offered through an educational equivalency program such as the Educational
23 Commission for Foreign Veterinary Graduates or Program for the Assessment of
24 Veterinary Education Equivalency.

25 18. The ICVA administers the NAVLE twice per year, in the fall and in the
26 spring, through computer testing centers operated by Prometric.

1 19. The NAVLE consists of 360 multiple-choice questions designed to test
2 clinical and professional competencies required of veterinarians and test diagnoses
3 for various species a veterinarian may encounter in practice.

4 20. Approximately 15-20% of the NAVLE questions include graphic or
5 pictorial information such as photographs, radiographs, drawings, and charts. The
6 remainder of the questions are text-based.

7 21. Over the years, the ICVA has expended millions of dollars' worth of
8 time and resources in researching, analyzing, and drafting the NAVLE questions and
9 answers. The NAVLE questions and answers represent the collective judgment and
10 expertise of numerous practicing veterinarians and educators, all of whom are
11 dedicated to ensuring the competencies and proficiencies of prospective
12 practitioners.

13 **B. The NAVLE Self-Assessment Form 2**

14 22. The ICVA also offers "NAVLE Self-Assessments." These Self-
15 Assessments are online practice examinations containing "retired" questions from
16 previous NAVLE examinations. Over the years, thousands of prospective
17 veterinarians have turned to the ICVA and the NAVLE Self-Assessments as an
18 indispensable, trusted resource during their preparation process for the NAVLE
19 exam.

20 23. One of the current Self-Assessment versions offered by the ICVA since
21 2020 is the "NAVLE Self-Assessment Form 2."

22 24. The NAVLE Self-Assessment Form 2 is comprised of 200 multiple-
23 choice questions, all of which are actual, "retired" questions from prior versions of
24 the NAVLE. The NAVLE Self-Assessment Form 2 is the only form of the NAVLE
25 Self-Assessments that provides expanded feedback to include the answers to
26 incorrectly answered questions.

27 25. The NAVLE Self-Assessment Form 2 is intended for use by aspiring
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1 veterinarians to help them identify their strengths and weaknesses as they prepare for
2 the NAVLE, and to familiarize them with the format and content of the NAVLE.

3 26. The ICVA does not permit users to download or print the NAVLE Self-
4 Assessment Form 2, or portions thereof. Likewise, the ICVA does not offer printed
5 or hard-copy versions of the NAVLE Self-Assessment Form 2.

6 27. Instead, NAVLE Self-Assessments are web-based and *only* available
7 through the ICVA's website, <https://csas.nbme.org/navlesa/Home.do>. Users can
8 obtain free access to two sample NAVLE Self-Assessments (one English and one
9 French, ten items each), can purchase a full version of the NAVLE Self-Assessment
10 (one in English and one in French), or purchase the full version with expanded
11 feedback (one in English and one in French). The expanded feedback form allows
12 the examinee to review the questions **and** answers to incorrectly answered questions.

13 28. When taking either the free sample of the NAVLE Self-Assessment or
14 the full version of the NAVLE Self-Assessment Form 2, the website interface
15 displays one question at a time to a test taker, who must answer or skip the question
16 to view the next question.

17 **C. Plaintiff Zealously Protects its NAVLE Works of Authorship**

18 29. To protect the ICVA's considerable investment in the NAVLE and the
19 NAVLE Self-Assessments, including the NAVLE Self-Assessment Form 2, the
20 ICVA has developed Terms, Conditions, and Disclaimers ("the ICVA's Terms"),
21 which participants must agree to when accessing or taking either the free NAVLE
22 Self-Assessment Sample or the full NAVLE Self-Assessment Form 2.

23 30. The ICVA's Terms provide, in pertinent part: "The materials presented
24 on the self-assessments are owned and copyrighted by the ICVA. Any unauthorized
25 reproduction of these materials, by any means, including but not limited to, storage
26 in a retrieval system, transmission, printing, memorization, or distribution is strictly

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1 prohibited.” A true and correct copy of the ICVA’s Terms is attached hereto as
2 **Exhibit A**.

3 31. The ICVA’s Terms are displayed to users before they can proceed with
4 accessing or taking the NAVLE Self-Assessment Form 2. And by participating in a
5 NAVLE Self-Assessment, participants acknowledge that they have read, understood,
6 and agree to be bound by the ICVA’s Terms. *See Exhibit A.*

7 32. The ICVA also diligently protects its investment and systematically
8 secures U.S. copyright registrations for the NAVLE and the NAVLE Self-
9 Assessments. Many of the NAVLE registrations are obtained by the ICVA using the
10 process detailed in Copyright Office Circular 64 entitled, “Copyright Registration of
11 Secure Tests and Test Items” (“Circular 64”). A true and correct copy of Circular 64
12 is attached hereto as **Exhibit B**. Pursuant to this process, a special examination of
13 each application is made by the Office to ensure the submitted work qualifies as a
14 “secured test.” The required deposit copy is then provided to the Office in *redacted*
15 form. As the Copyright Office notes in Circular 64, only a “fraction” of tests qualify
16 for these special procedures.

17 33. Over the years, the ICVA has obtained no fewer than 79 copyright
18 registrations relating to its works of authorship, including several relating to various
19 versions of the NAVLE and the NAVLE Self-Assessments. Attached hereto as
20 **Exhibit C** is a true and correct copy of a list of copyright registrations owned by the
21 ICVA. The Certificates of Registration referenced therein are *prima facie* evidence
22 of the validity of the ICVA’s copyrights in the NAVLE and the NAVLE Self-
23 Assessments.

24 34. The ICVA holds copyright registrations for several NAVLE Self-
25 Assessments, including, at least the NAVLE Self-Assessment Form 1, the NAVLE
26 Self-Assessment Form 2, and the NAVLE Self-Assessment Form 3. *See Exhibit C*
27 at 2.
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1 35. One such registration is Copyright Registration No. TX0008913420,
2 entitled, *International Council for Veterinary Assessment NAVLE Self-Assessment*
3 *Form 2*, which was registered on November 13, 2020 (the “NAVLE Self-Assessment
4 Form 2 Registration”). Attached hereto as **Exhibit D** is a true and correct copy of
5 the certificate of registration for the NAVLE Self-Assessment Form 2. *See Exhibit*
6 **D** at 2-3.

7 36. Just as with the other NAVLE Self-Assessments, the NAVLE Self-
8 Assessment Form 2 is a compilation of prior NAVLE questions that have since been
9 “retired,” but nonetheless contain exceptional training and educational content for
10 aspiring veterinarians preparing to take the NAVLE.

11 37. After conducting a further investigation since the original complaint was
12 filed, the ICVA has discovered that the questions set forth in the NAVLE Self-
13 Assessment Form 2 were previously included in no fewer than 18 separate NAVLE
14 examinations from 2001-2008, and 2010-2019. Each one of these NAVLE
15 examinations were separately registered with the U.S. Copyright Office by the ICVA.

16 38. The certificate of registration numbers and other specifics for these
17 NAVLE examinations are as follows:

Registration No.	Creation Date	Title of Work	Claimant ¹
TXu001058741	2001	North American Veterinary Licensing Examination : forms 1-8.	NBVME
TXu001058755	2002	North American Veterinary Licensing Examination: family A, forms 1-4 & family B, forms 1-4	NBVME
TXu001157745	2003	National Board of Veterinary Medical Examiners: North American Veterinary Licensing	NBVME

26 ¹ During the timeframe between 2001-2016, the ICVA’s corporate name was
27 “National Board of Veterinary Medical Examiners” or “NBVME.” The ICVA is
28 co-claimant with the National Board of Medical Examiners or “NBME” for certain
copyright registrations, as noted in the table.

1		Exam: for Administration beginning November 17, 2003	
2	TXu001211355	2004	National Board of Veterinary Medical Examiners North American Veterinary Licensing Examination
3	TXu001271671	2005	National Board of Veterinary Medical Examiners North American veterinary licensing examination (2005)
4	TX0006591630	2006	National Board of Veterinary Medical Examiners North American veterinary licensing exam: 2004/2005
5	TX0006865125	2007	National Board of Veterinary Medical Examiners North American Veterinary Licensing Exam (2007-2008)
6	TX0007325684	2008	National Board of Veterinary Medical Examiners: North American Veterinary Licensing Examination
7	TX0007357800	2010	National Board of Veterinary Medical Examiners North American Veterinary Licensing Examination
8	TX0007462342	2011	National Board of Veterinary Medical Examiners North American Veterinary Licensing Examination
9	TX0007636737	2012	National Board of Veterinary Medical Examiners North American Veterinary Licensing Examination.
10	TX0007803446	2013	National Board of Veterinary Medical Examiners North American Veterinary Licensing Examination.
11	TX0007977760	2014	National Board of Veterinary Examiners North American Veterinary Licensing Examination
12			NBME

1	TX0008131070	2015	National Board of Veterinary Examiners North American Veterinary Licensing Examination	NBVME NBME
2	TX0008306980	2016	National Board of Veterinary Examiners North American Veterinary Licensing Examination	NBVME NBME
3	TX0008670390	2017	International Council for Veterinary Assessment North American Veterinary Licensing Examination	ICVA NBME
4	TX0008748891	2018	National Board of Medical Examiners and International Council for Veterinary Assessment North American Veterinary Licensing Examination	ICVA NBME
5	TX0008959518	2019	National Board of Medical Examiners and International Council for Veterinary Assessment North American Veterinary Licensing Examination	ICVA NBME

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15 39. Also included in Exhibit D hereto are true and correct copies of the
16 records maintained in the registration catalogue of the U.S. Copyright Office for the
17 above-listed registrations. These records show that each of the foregoing NAVLE
18 examinations are duly registered with the U.S. Copyright Office. *See Exhibit D* at
19 4-29.

20 40. All of the foregoing copyright registrations for the Self-Assessment
21 Form 2 and the NAVLE examinations discussed above are current, valid, and
22 subsisting.

23 41. Copyright Registration Nos. TX0008670390, TX0008748891 and
24 TX0008959518 were each registered as a group of secure test questions and each
25 question therein is considered a separate work. Accordingly, Plaintiff is entitled to,
26 and may elect, a separate award of statutory damages for each infringed question
27 therein.

V. DEFENDANTS' INTENTIONAL AND WILFUL MISCONDUCT

A. Defendants' Published Article is the Product of Intentional, Willful, and Indiscriminate Copying of the ICVA's Works of Authorship

42. Defendants Bruyette, Arbuckle, and Balsz (the “Executive Defendants”), along with three individuals from UC Irvine, recently authored an article entitled, *AI and Veterinary Medicine: Performance of Large Language Models on the North American Licensing Examination* (“the Article”), a copy of which is attached hereto as **Exhibit E**.

43. The Article was published in connection with the Tenth International Conference on Social Networks Analysis, Management and Security (“SNAM-2023”).

44. The Article purports to show that AI models, namely well-known LLMs, are able to answer the majority of NAVLE Self-Assessment questions correctly and one LLM in particular, Chat GPT-4, would purportedly be able to “pass” the NAVLE exam. *See Exhibit E.*

45. The Article makes clear that one or more of the Defendants impermissibly copied the NAVLE Self-Assessment Form 2 from the ICVA's website. Specifically, at least 164 questions and answers from the NAVLE Self-Assessment Form 2 were copied by Defendants and then fed into these third-party LLMs. *See id.* at 1.

46. The abstract of the Article confirms that one or more of the Executive Defendants accessed “a 200-question NAVLE self-assessment sourced from ICVA’s website.”² *See id.*

47. At no point did the ICVA give any of the Defendants permission to copy the NAVLE Self-Assessment Form 2, much less give them permission to feed the

² It is unclear if all 200 questions were illicitly copied, or if the copying was confined to the 164 “text-based” questions only.

1 NAVLE Self-Assessment Form 2 into any LLMs, and then publish the results of their
2 “research.”

3 48. After discovering that the integrity and security of the NAVLE Self-
4 Assessment Form 2 had been severely compromised and the subject of a deeply-
5 flawed analysis in the Article, the ICVA launched an immediate investigation to
6 unearth who was responsible.

7 **B. The ICVA Discovered Defendant Bruyette, the CMO of
8 Anivive, Obtained Access to the NAVLE Self-Assessment
9 Form 2 Under False Pretenses and Engaged in Wholesale
10 Copying**

11 49. Upon reviewing its electronic records and files, the ICVA discovered
12 that one of the co-authors of the Article, Defendant Bruyette, purchased access to the
13 full secure NAVLE Self-Assessment Form 2 on approximately June 13, 2023. A true
14 and correct copy of Defendant Bruyette’s purchase record is attached hereto as
Exhibit F.

15 50. According to Defendant Bruyette’s LinkedIn profile, he is the Chief
16 Medical Officer (“CMO”) at Anivive. A true and correct copy of Defendant
17 Bruyette’s LinkedIn profile is attached hereto as **Exhibit G**. As a licensed
18 veterinarian for many decades, Defendant Bruyette had no legitimate need or purpose
19 to access the NAVLE Self-Assessment Form 2. In fact, on information and belief,
20 he accessed it with the intent to engage in widespread, indiscriminate, wholesale
21 copying of the Self-Assessment Form 2. And he certainly made good on that intent.

22 51. The order number associated with Defendant Bruyette’s improper
23 access and purchase is Q753802. *See Exhibit F* at 1.

24 52. Prior to purchasing access to the NAVLE Self-Assessment Form 2,
25 Defendant Bruyette was presented with the ICVA Terms. *See Exhibit A* at 1.

26 53. By navigating to the ICVA’s website and taking the NAVLE Self-
27 Assessment Form 2, Defendant Bruyette agreed to be bound by the ICVA Terms.
28 *See id.*

1 54. During initial discovery in this matter, Defendant Bruyette confirmed
2 that he read the ICVA Terms.

3 55. When a purchaser, like Defendant Bruyette, accesses the NAVLE Self-
4 Assessment Form 2, the first screen displayed by the ICVA's interactive website
5 before beginning the assessment warns that the "examination contains test materials
6 that are owned and copyrighted by the ICVA" and expressly states: "***Any
7 reproduction of these materials or any part of them, through any means, including
8 but not limited to, copying or printing of electronic files, reconstruction through
9 memorization and/or dictation, and/or dissemination of these materials or any part
10 of them is strictly prohibited.***" (emphasis added). Attached hereto as **Exhibit H** is
11 a true and correct copy of the webpage containing these statements that was displayed
12 to Defendant Bruyette.

13 56. The ICVA's internal records show that Defendant Bruyette started the
14 NAVLE Self-Assessment Form 2 on June 14, 2023 and spent less than one hour
15 speeding through it and "answering" the questions. *See Exhibit F* at 2. Upon
16 completion of the assessment, Defendant Bruyette returned to review the assessment,
17 including the correct answers to each question.

18 57. This breakneck pace is highly unusual and inherently suspect because
19 each NAVLE question is calibrated and designed to take approximately 65 seconds
20 to complete.³ This means that if Defendant Bruyette had been genuinely using the
21 assessment for its intended purpose as a practice resource in preparation for the
22 NAVLE, it would have taken him approximately three hours and forty minutes to
23 complete the NAVLE Self-Assessment Form 2.

24 58. On information and belief, Defendant Bruyette purchased access to the
25 NAVLE Self-Assessment Form 2 and proceeded to "take" the assessment and review

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27 ³ See Feinberg R.A., Jurich D., Lord J., Case H., and Hawley J., *Examining the*
28 *Validity of the North American Veterinary Licensing Examination (NAVLE) Time
Constraints*, *Journal of Veterinary Medical Education* 45(3), 381-87 (Fall 2018).

1 the answers to each questions for the purpose of providing NAVLE Self-Assessment
2 Form 2 questions and answers to the co-authors of the Article.

3 59. During Defendant Bruyette's speed session through the Self-
4 Assessment Form 2, he copied at least 164, if not all 200, of the questions and
5 answers. *See Exhibit E* at 2 (the Article states Defendants "considered the 164 text-
6 only questions").

7 60. Defendant Bruyette provided the login credentials for the account
8 through which he accessed the NAVLE Self-Assessment Form 2 to at least two co-
9 authors of the Article. On information and belief, one or more of the co-authors
10 copied at least 164 questions and answers, if not all 200, from the NAVLE Self-
11 Assessment Form 2.

12 61. On information and belief, at all relevant times Defendant Bruyette
13 knew that the NAVLE Self-Assessment Form 2 questions and answers would be
14 copied and input into the LLMs as described in the Article.

15 62. Because the NAVLE Self-Assessment Form 2 cannot be downloaded or
16 printed, Defendant Bruyette and/or one or more of his confederates, would have
17 "screen captured" or photographed each screen, or otherwise created copies of each
18 question and answer, for a total of at least 164 volitional, willful, and intentional acts
19 of copying.

20 63. Due to the furious pace of completing the Self-Assessment Form 2 in
21 under an hour, it appears that Defendant Bruyette, and/or one or more of his co-
22 copyists: (a) hurriedly copied each question; (b) quickly guessed each answer in
23 order to reveal if that guess was correct; and then (c) copied each answer and then
24 generated their own "answer key" as referenced in the Article.

25 64. On information and belief, Defendant Bruyette distributed copies of the
26 NAVLE Self-Assessment Form 2 questions and answers to, at least, his co-author
27 Defendants and co-authors from UC Irvine for their collective purpose of: (a) feeding
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1 one or more of those illicit copies into three separate LLMs; (b) analyzing the results
2 produced by those LLMs based on the improper copying; and then (c) telling the
3 world writ-large about their “accomplishment” as detailed in the Article.

4 65. Defendant Bruyette’s intentional copying of questions and answers
5 from the NAVLE Self-Assessment Form 2 is a clear violation of the ICVA’s Terms,
6 including at least the term providing that “[a]ny unauthorized reproduction of these
7 materials, by any means, including but not limited to, storage in a retrieval system,
8 transmission, printing, memorization, or distribution *is strictly prohibited.*”
9 (emphasis added). *See Exhibit A* at 1.

10 **C. Defendant Bruyette Engaged in This Willful and Illicit
11 Copying Within the Course and Scope of His Employment
with Anivive and For Its Reputational Benefit**

12 66. On information and belief, Defendant Bruyette carried out his improper
13 conduct within the course and scope of his employment for Anivive, with the specific
14 purpose of burnishing Anivive’s “AI” *bona fides*.

15 67. For starters, his company’s name and his company email address is
16 emblazoned at the top of the Article. Further, two of Defendant Bruyette’s executive
17 colleagues at Anivive—Defendants Balsz and Arbuckle—are co-authors of the
18 Article. “Anivive Life Sciences” appears directly below their names at the top of the
19 Article, as do their company email addresses. *See Exhibit E* at 1. These facts alone
20 strongly suggest that the illicit copying and improper use of the NAVLE Self-
21 Assessment Form 2 was part of a larger corporate effort carried out by company
22 executives for the benefit of Anivive.

23 68. According to his LinkedIn profile, Defendant Balsz is the founder and
24 CEO of Anivive. A true and correct copy of his LinkedIn profile is attached hereto
25 as **Exhibit I**.

26 69. Defendant Arbuckle is the Chief Technology Officer at Anivive. A true
27 and correct copy of his LinkedIn profile is attached hereto as **Exhibit J**.

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1 70. Further, the subject matter of the Article co-authored by these corporate
2 executives underscores how their “findings” would lend AI “street cred” to Anivive.
3 Anivive asserts that it is heavily involved with various AI initiatives related to
4 veterinary medicine.

5 71. For example, in a recent press release touting that it has joined forces
6 with NFL superstar Ron Gronkowski, Anivive describes itself as “a pet
7 pharmaceutical company at the intersection of biotech, AI, software, and veterinary
8 medicine. Our proprietary software platform accelerates the development of new,
9 affordable treatments for life-threatening diseases in pets.” A true and correct copy
10 of this press release is attached hereto as **Exhibit K**.

11 72. Further, Anivive’s “X” social media account (formerly “Twitter”)
12 asserts that “[w]e combine artificial intelligence, biotech, and veterinary medicine to
13 develop a diverse pipeline of products.” A true and correct copy of Anivive’s X
14 account homepage is attached hereto as **Exhibit L**.

15 73. Anivive boasts on its website, at <https://www.anivive.com/about>, that it
16 “is led by a seasoned mix of entrepreneurs, pet industry executives, and software
17 innovators” who have “650+ peer reviewed publications.” On information and
18 belief, the purpose of the Article was to add another publication to Anivive’s
19 accolades.

20 74. Anivive also maintains a webpage on its company website, at
21 <https://www.anivive.com/learn>, through which it publishes “Articles and Papers
22 developed with our team of veterinarians and advisors” including a variety of
23 “technical papers” relating to veterinary and artificial intelligence subjects. Included
24 in the technical papers are several papers authored by Defendants and Defendants’
25 co-authors. On information and belief, Defendant Anivive published the Article on
26 this webpage or would have published the Article on this webpage but for this
27 litigation.

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1 75. On information and belief, the thrust and purpose behind the illicit
2 copying of the NAVLE Self-Assessment Form 2 was to make a “splash” with the
3 veterinarian community, all in service to Anivive’s reputation.

4 76. For at least the foregoing reasons, the conduct constituting breach of
5 contract and willful copyright infringement was carried out for the benefit of Anivive.
6 It must now be held to account for the harm and damage its executives and the
7 company inflicted on the ICVA.

8 **D. All of the Co-Authors of the Article Benefitted from and
9 Materially Contributed to the Acts of Infringement**

10 77. Just as Anivive stood to benefit from the illicit copying of the NAVLE
11 Self-Assessment Form 2, so did all of the co-authors that participated in and
12 materially contributed to the infringement by researching, drafting, and editing the
13 Article, and failing to stop the ICVA’s copyrighted content from being the subject of
14 the published Article.

15 78. On information and belief, all of these individuals are professionals
16 engaged in the veterinarian medicine industry. They all stood to benefit from
17 publication of the Article centered on one of the hottest technology issues in a
18 generation: AI.

19 **E. Defendants Also Violated Multiple Terms of Service of
20 Third-Party Technology Companies**

21 79. The conduct set forth above violated the ICVA’s rights in multiple,
22 profound ways. But Defendants’ conduct also ran roughshod over the terms of
23 service of third-party technology companies.

24 80. On information and belief, the ChatGPT-3 and ChatGPT-4 LLMs are
25 owned by third-party OpenAI LP.

26 81. On information and belief, the Bard LLM (now “Gemini”) is owned by
27 Google Inc.

28

1 82. OpenAI's Terms of Use provide, in relevant part, that a user "may not
2 use our Services for any illegal, harmful, or abusive activity. For example, you may
3 not: Use our Service in any way that infringes, misappropriates or violates anyone's
4 rights" and that by using its Services, users "represent and warrant that [they] have
5 all rights, licenses, and permissions needed to provide Input to our Services."
6 Attached hereto as Exhibit M is a true and correct copy of OpenAI's Terms of Use.

7 83. Defendants did not own or have a license to make a copy of the NAVLE
8 Self-Assessment Form 2, much less any right to feed an illicit copy or copies into
9 ChatGPT-3 and ChatGPT-4.

10 84. Google's Terms of Service provide, in relevant part, "[i]f you choose to
11 upload or share content, please make sure you have the necessary rights to do so and
12 that the content is lawful" and that by uploading content, a user grants Google a
13 "worldwide," "non-exclusive," and "royalty-free" license to Google, authorizing it
14 to (1) "host, reproduce, distribute, communicate, and use" the content; (2) "publish,
15 publicly perform, or publicly display" the content; (3) "modify and create derivative
16 works based on" the content; and (4) "sublicense these rights to other users [and]
17 contractors." Attached hereto as Exhibit N is a true and correct copy of Google's
18 Terms of Service.

19 85. Defendants did not own or have a license to make a copy of the NAVLE
20 Self-Assessment Form 2, much less any right to feed an illicit copy or copies into
21 Bard.

22 86. In sum, it appears that Defendants either: (a) neglected to read OpenAI's
23 Terms of Use and Google's Terms of Service; or (b) read them and simply tossed
24 them aside as a mere "nuisance" standing between Defendants and their
25 "breakthrough" AI research. Either way, Defendants have inflicted severe and
26 irreparable harm on the ICVA.

27
28

VI. HARM TO PLAINTIFF

2 87. Defendants' willful and intentional conduct has significantly harmed
3 Plaintiff and may further disrupt its business. Further disruption will cause
4 irreparable harm.

5 88. The ICVA invested a substantial amount of time and resources into
6 creating the NAVLE Self-Assessment Form 2 and protecting that work of authorship.
7 Defendants' conduct has caused Plaintiff to lose control over its protected work.

8 89. As a result of Defendants' conduct, the ICVA may have to discard the
9 NAVLE Self-Assessment Form 2 and invest a considerable amount of time, analysis,
10 and resources to create a new self-assessment version.

11 90. It is likely to take many months for the ICVA to develop a replacement
12 NAVLE Self-Assessment, requiring significant time, labor, and resources to prepare
13 a new set of questions and answers that maintain the same quality content that the
14 Self-Assessment Form 2 provides the practice test-taker

15 91. This not only disrupts the ICVA's business, it is likely to disrupt
16 veterinary students who are studying and preparing for the NAVLE. Students will
17 be left with no self-assessments with expanded feedback tailored to preparing them
18 for the NAVLE while the ICVA is in the process of developing a new self-
19 assessment.

20 92. Students are likely to turn to resources other than the ICVA, including
21 any copies distributed by Defendants, to prepare for the NAVLE while the ICVA is
22 preparing a new self-assessment, resulting in lost profits to the ICVA, diminishment
23 in its position in the veterinary education marketplace, and harm to its stellar
24 reputation.

25 93. Defendants' Article also harms the ICVA's reputation as it suggests that
26 the NAVLE Self-Assessment Form 2 or the NAVLE itself is "easy" to pass or can
27 be passed using LLMs.

1 94. Defendants' Article admittedly does not take into account the unique
2 scoring scale used on the NAVLE that ranges from 200 to 800, nor the weight
3 assigned to each individual question.

4 95. Further, Plaintiff has been collecting data from the NAVLE Self-
5 Assessment Form 2 to validate and study the performance of test takers who complete
6 the NAVLE Self-Assessment Form 2 and, later, the NAVLE. Plaintiff's four years
7 of analysis is all for naught if it has to abandon the NAVLE Self-Assessment Form
8 2 and replace it with a new self-assessment.

9 96. Individuals who read Defendants' Article are likely to be misled as to
10 the content, difficulty, and scoring process for the NAVLE.

VII. CAUSES OF ACTION

First Cause of Action (Defendant Bruvette)

Breach of Contract

14 97. Plaintiff re-alleges and incorporates all of the allegations set forth in the
15 preceding paragraphs as if fully set forth herein.

16 98. The ICVA's Terms are a valid and enforceable contract.

17 99. The ICVA's Terms are displayed to users before they can proceed with
18 accessing and taking the NAVLE Self-Assessment Form 2 and prohibit “[a]ny
19 unauthorized reproduction of these materials, by any means, including but not limited
20 to, storage in a retrieval system, transmission, printing, memorization, or distribution
21 is strictly prohibited.” By participating in the NAVLE Self-Assessment Form 2,
22 participants acknowledge that they have read, understood and agree to be bound by
23 the ICVA's Terms. *See Exhibit A* at 1.

24 100. Defendant Bruyette purchased access to the NAVLE Self-Assessment
25 Form 2. *See Exhibit F* at 1.

26 101. The ICVA's Terms were displayed to Defendant Bruyette before he
27 purchased access.

1 102. Defendant Bruyette agreed to the ICVA's Terms by proceeding with the
2 purchase and navigating through the NAVLE Self-Assessment Form 2.

3 103. Defendant Bruyette reproduced content from the NAVLE Self-
4 Assessment Form 2 in violation of the ICVA's Terms.

5 104. Defendant Bruyette caused content from the NAVLE Self-Assessment
6 Form 2 to be stored in a retrieval system, transmitted, and/or distributed in violation
7 of the ICVA's Terms.

8 105. Defendant Bruyette's conduct constitutes a breach of the ICVA's
9 Terms.

106. Defendant Bruyette's conduct was willful and malicious.

11 107. On information and belief, Defendant Bruyette continues to reproduce
12 and distribute materials copied from Plaintiff without its permission.

13 108. As a result of Defendant Bruyette's breach, Plaintiff has suffered and
14 continues to suffer monetary and non-monetary injury and harm in an amount to be
15 proven at trial.

16 109. Moreover, as a result of Defendant Bruyette's breach, Plaintiff has been
17 injured and faces irreparable harm. Plaintiff is threatened with losing its competitive
18 advantage and goodwill that would be impossible to fully compensate unless
19 Defendants are enjoined and restrained by order of this Court.

Second Cause of Action (All Defendants)

Direct, Contributory, and Vicarious Copyright Infringement

Under 17 U.S.C. § 501, et seq.

23 110. Plaintiff re-alleges and incorporates all of the allegations set forth in the
24 preceding paragraphs as if fully set forth herein.

25 111. Plaintiff owns dozens of copyright registrations covering the NAVLE
26 and the NAVLE Self-Assessment works. *See generally Exhibit C and Exhibit D.*

1 112. Plaintiff owns Copyright Registration No. TX0008913420, entitled
2 *International Council for Veterinary Assessment NAVLE Self-Assessment Form 2*,
3 which was registered on November 13, 2020. *See Exhibit D* at 2.

4 113. Plaintiff owns Copyright Registration No. TXU001058741 entitled
5 *North American veterinary licensing examination : forms 1-8*, which was registered
6 on September 25, 2002. *See Exhibit D* at 4.

7 114. Plaintiff owns Copyright Registration No. TXU001058755, entitled
8 *North American Veterinary Licensing Examination: family A, forms 1-4 & family B*,
9 *forms 1-4*, which was registered on September 25, 2002. *See Exhibit D* at 5.

10 115. Plaintiff owns Copyright Registration No. TXU001157745, entitled
11 *National Board of Veterinary Medical Examiners: North American Veterinary*
12 *Licensing Exam: for Administration beginning November 17, 2003*, which was
13 registered on March 18, 2004. *See Exhibit D* at 6.

14 116. Plaintiff owns Copyright Registration No. TXU001211355, entitled
15 *National Board of Veterinary Medical Examiners North American Veterinary*
16 *Licensing Examination*, which was registered on December 16, 2004. *See Exhibit*
17 *D* at 7.

18 117. Plaintiff owns Copyright Registration No. TXU001271671, entitled
19 *National Board of Veterinary Medical Examiners North American veterinary*
20 *licensing examination (2005)*, which was registered on December 13, 2005. *See*
21 *Exhibit D* at 8.

22 118. Plaintiff owns Copyright Registration No. TX0006591630, entitled
23 *National Board of Veterinary Medical Examiners North American veterinary*
24 *licensing exam: 2004/2005*, which was registered on June 27, 2007. *See Exhibit D*
25 at 9.

26 119. Plaintiff owns Copyright Registration No. TX0006865125, entitled
27 *National Board of Veterinary Medical Examiners North American Veterinary*
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1 *Licensing Exam (2007-2008)*, which was registered on January 15, 2008. See
2 **Exhibit D** at 10.

3 120. Plaintiff owns Copyright Registration No. TX0007325684, entitled
4 *National Board of Veterinary Medical Examiners: North American Veterinary*
5 *Licensing Examination*, which was registered on February 3, 2009. See **Exhibit D**
6 at 11.

7 121. Plaintiff owns Copyright Registration No. TX0007357800, entitled
8 *National Board of Veterinary Medical Examiners North American Veterinary*
9 *Licensing Examination*, which was registered on December 8, 2010. See **Exhibit D**
10 at 12.

11 122. Plaintiff owns Copyright Registration No. TX0007462342, entitled
12 *National Board of Veterinary Medical Examiners North American Veterinary*
13 *Licensing Examination*, which was registered on December 7, 2011. See **Exhibit D**
14 at 13.

15 123. Plaintiff owns Copyright Registration No. TX0007636737, entitled
16 *National Board of Veterinary Medical Examiners North American Veterinary*
17 *Licensing Examination*, which was registered on December 4, 2012. See **Exhibit D**
18 at 14.

19 124. Plaintiff owns Copyright Registration No. TX0007803446, entitled
20 *National Board of Veterinary Medical Examiners North American Veterinary*
21 *Licensing Examination*, which was registered on February 4, 2014. See **Exhibit D**
22 at 16.

23 125. Plaintiff owns Copyright Registration No. TX0007977760, entitled
24 *National Board of Veterinary Examiners North American Veterinary Licensing*
25 *Examination*, which was registered on January 7, 2015. See **Exhibit D** at 18.

26 126. Plaintiff owns Copyright Registration No. TX0008131070, entitled
27 *National Board of Veterinary Examiners North American Veterinary Licensing*
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1 *Examination*, which was registered on December 22, 2015. *See Exhibit D* at 20.

2 127. Plaintiff owns Copyright Registration No. TX0008306980, entitled
3 *National Board of Veterinary Examiners North American Veterinary Licensing*
4 *Examination*, which was registered on December 20, 2016. *See Exhibit D* at 22.

5 128. Plaintiff owns Copyright Registration No. TX0008670390, entitled
6 *International Council for Veterinary Assessment North American Veterinary*
7 *Licensing Examination*, which was registered on February 9, 2018. *See Exhibit D*
8 at 24.

9 129. Plaintiff owns Copyright Registration No. TX0008748891, entitled
10 *National Board of Medical Examiners and International Council for Veterinary*
11 *Assessment North American Veterinary Licensing Examination*, which was
12 registered on November 26, 2018. *See Exhibit D* at 26.

13 130. Plaintiff owns Copyright Registration No. TX0008959518, entitled
14 *National Board of Medical Examiners and International Council for Veterinary*
15 *Assessment North American Veterinary Licensing Examination*, which was
16 registered on January 21, 2020. *See Exhibit D* at 28.

17 131. The certificate of registrations for the NAVLE Self-Assessment Form 2
18 and the NAVLE examinations are *prima facie* evidence of the validity of the ICVA's
19 rights in and to the works.

20 132. Each one of these registered works constitute at least one separate,
21 independent work of authorship under the Copyright Act.

22 133. Defendant Bruyette accessed the NAVLE Self-Assessment Form 2, and
23 the questions and answers therein, and provided access to his co-authors.

24 134. Defendant Bruyette had actual knowledge of one or more of the ICVA's
25 copyrights. He and/or one of his confederates nonetheless secretly, illicitly, willfully,
26 and knowingly made at least one reproduction of the ICVA's protected works in
27 violation of the Copyright Act by taking screen captures, photographs, and/or
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1 transcriptions of them on or around June 14, 2023. *See Exhibit F* at 2. That is an
2 act of willful and deliberate copyright infringement of multiple, separately registered
3 copyrights in violation of 17 U.S.C. § 501 *et seq.*

4 135. Defendants input exact copies of at least 164 NAVLE Self-Assessment
5 Form 2 questions into three LLMs as reported in the Article. Defendants made a
6 copy of an answer key to the NAVLE Self-Assessment Form 2, or copied the contents
7 thereof to create their own answer key, for the purpose of comparing the LLMs'
8 answers to the answer key as described in the Article.

9 136. On information and belief, as alleged above, all of the other Defendants
10 either participated in these acts of infringement, exercised control over Defendant
11 Bruyette, had actual or constructive knowledge of the infringement, materially
12 contributed to the infringement, or otherwise benefited from these acts of
13 infringement. As a result, all of the Defendants are contributorily, vicariously, and
14 jointly and severally liable for the acts of infringement.

15 137. As a result of Defendants' infringement, Plaintiff has suffered and
16 continues to suffer monetary and non-monetary injury and harm in an amount to be
17 proven at trial.

18 138. As a result of Defendants' multiple acts of infringement, Plaintiff is
19 entitled to multiple statutory damages awards under 17 U.S.C. § 504.

20 139. Plaintiff is entitled to a statutory damages award for Defendants'
21 infringement of Copyright Registration No. TX0008913420 under 17 U.S.C. § 504.

22 140. Plaintiff is entitled to a statutory damages award for Defendants'
23 infringement of Copyright Registration No. TXu001058741 under 17 U.S.C. § 504.

24 141. Plaintiff is entitled to a statutory damages award for Defendants'
25 infringement of Copyright Registration No. TXu001058755 under 17 U.S.C. § 504.

26 142. Plaintiff is entitled to a statutory damages award for Defendants'
27 infringement of Copyright Registration No. TXu001157745 under 17 U.S.C. § 504.

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1 143. Plaintiff is entitled to a statutory damages award for Defendants'
2 infringement of Copyright Registration No. TXU001211355 under 17 U.S.C. § 504.

3 144. Plaintiff is entitled to a statutory damages award for Defendants'
4 infringement of Copyright Registration No. TXU001271671 under 17 U.S.C. § 504.

5 145. Plaintiff is entitled to a statutory damages award for Defendants'
6 infringement of Copyright Registration No. TX006591630 under 17 U.S.C. § 504.

7 146. Plaintiff is entitled to a statutory damages award for Defendants'
8 infringement of Copyright Registration No. TX0006865125 under 17 U.S.C. § 504.

9 147. Plaintiff is entitled to a statutory damages award for Defendants'
10 infringement of Copyright Registration No. TX0007325684 under 17 U.S.C. § 504.

11 148. Plaintiff is entitled to a statutory damages award for Defendants'
12 infringement of Copyright Registration No. TX0007357800 under 17 U.S.C. § 504.

13 149. Plaintiff is entitled to a statutory damages award for Defendants'
14 infringement of Copyright Registration No. TX0007462342 under 17 U.S.C. § 504.

15 150. Plaintiff is entitled to a statutory damages award for Defendants'
16 infringement of Copyright Registration No. TX0007636737 under 17 U.S.C. § 504.

17 151. Plaintiff is entitled to a statutory damages award for Defendants'
18 infringement of Copyright Registration No. TX0007803446 under 17 U.S.C. § 504.

19 152. Plaintiff is entitled to a statutory damages award for Defendants'
20 infringement of Copyright Registration No. TX0007977760 under 17 U.S.C. § 504.

21 153. Plaintiff is entitled to a statutory damages award for Defendants'
22 infringement of Copyright Registration No. TX0008131070 under 17 U.S.C. § 504.

23 154. Plaintiff is entitled to a statutory damages award for Defendants'
24 infringement of Copyright Registration No. TX0008306980 under 17 U.S.C. § 504.

25 155. Plaintiff is entitled to a statutory damages award for Defendants'
26 infringement of Copyright Registration No. TX0008670390 under 17 U.S.C. § 504.

27 156. Plaintiff is entitled to a statutory damages award for Defendants'
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1 infringement of Copyright Registration No. TX0008748891 under 17 U.S.C. § 504.

2 157. Plaintiff is entitled to a statutory damages award for Defendants' 3 infringement of Copyright Registration No. TX0008959518 under 17 U.S.C. § 504.

4 158. As a result of Defendants' multiple acts of infringement, Plaintiff is 5 entitled to recover its costs and attorneys' fees under 17 U.S.C. § 505.

6 159. Moreover, as a result of Defendants' multiple acts of infringement, 7 Plaintiff has been injured and faces irreparable harm. Plaintiff is threatened with 8 losing its competitive advantage and goodwill that would be impossible to fully 9 compensate unless Defendants are enjoined and restrained by order of this Court.

10 160. Defendants' conduct has already damaged Plaintiff and any further 11 reproduction or distribution of NAVLE Self-Assessment Form 2 content will 12 irreparably harm Plaintiff. Defendants' conduct has caused Plaintiff to lose control 13 over its protected works. If Defendants were to further reproduce or distribute 14 NAVLE Self-Assessment Form 2 content, Plaintiff would have no control over the 15 format in which it is distributed and the distributed work would not be subject to the 16 ICVA's strict Terms, Conditions, and Disclaimers, which presently protect the work 17 by providing notice that it is protected by copyright and prohibiting any unauthorized 18 reproduction or distribution of NAVLE Self-Assessment Form 2 content. *See* 19 **Exhibit A** at 1.

20 161. Defendants' reproduction and distribution of the NAVLE Self- 21 Assessment Form 2 content is also likely to cause significant reputational harm to 22 Plaintiff and diminish its standing in the marketplace.

23 **VIII. PRAYER FOR RELIEF**

24 WHEREFORE, Plaintiff demands judgment and relief against Defendants and 25 respectfully requests that this Court:

- 1 1. Permanently enjoin, restrain, and forbid Defendants, their officers,
2 agents, servants, employees, attorneys, successors or assigns, and all persons or
3 entities acting in concert or participation with any of them from:
 - 4 (i) accessing, downloading or otherwise acquiring materials from the
5 ICVA;
 - 6 (ii) imitating, copying, reproducing, distributing, disseminating, offering
7 for sale, or selling materials obtained from the ICVA; and
 - 8 (iii) assisting, aiding, or abetting another person or business entity in
9 engaging or performing any of the activities enumerated in sub-
10 paragraphs (i)-(ii);
- 11 2. Direct Defendants to return, relinquish, or destroy any materials
12 obtained or derived from the ICVA and to remove from any location under their
13 control any materials obtained or derived from the ICVA;
- 14 3. Direct Defendants to account to the ICVA for its profits arising from the
15 conduct complained of herein;
- 16 4. Award Plaintiff a money judgment for breach of contract, grant
17 compensatory relief for Defendants' multiple, willful acts of copyright infringement,
18 the precise amount to be proven at trial, including either actual damages or statutory
19 damages;
- 20 5. Award the ICVA its reasonable attorneys' fees and taxable costs and
21 disbursements of this action, pursuant to the Copyright Act, and the inherent
22 authority of the Court;
- 23 6. Award the ICVA prejudgment interest at the rate provided for under
24 applicable law; and
- 25 7. Award the ICVA such other and further relief as the Court deems just
26 and equitable.

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IX. JURY DEMAND

The ICVA hereby demands that all claims or causes of action raised in this Complaint be tried to a jury to the fullest extent possible under the United States Constitution.

Dated: November 20, 2024

DORSEY & WHITNEY LLP

By: /s/ J. Michael Keyes
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*Attorneys for Plaintiff International
Council for Veterinary Assessment*

1 **VERIFICATION**

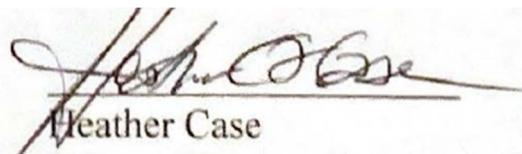
2 I, Heather Case, declare as follows:

3 1. I am Chief Executive Officer of the International Council for Veterinary
4 Assessment (the “ICVA”). I have reviewed the foregoing Verified First Amended
5 Complaint and verify that the statements made therein are true and correct to the best
6 of my knowledge, information, and belief.

7 2. I have personal knowledge of the factual matters set forth in the Verified
8 Complaint, including the ICVA’s business and conduct, the ICVA’s copyrights, the
9 North American Veterinary Licensing Examination (“NAVLE”), the NAVLE Self-
10 Assessments, and the harm caused to the ICVA by Defendants’ conduct and if called
11 to testify, I would testify as to those factual matters.

12 3. Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury under
13 the laws of the United States that the foregoing factual statements in the Verified
14 Complaint are true and correct.

15 Executed on October 18, 2024 in Huntley, Illinois.

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19 Heather Case
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CERTIFICATE OF SERVICE

I hereby certify that on November 20, 2024, I electronically filed the foregoing
VERIFIED SECOND AMENDED COMPLAINT, using the Court's CM/ECF filing
system which shall send notification of such filing to all counsel of record.

/s/ J. Michael Keyes
J. Michael Keyes, SBN 262281